IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO.729 OF 2003
IN
SUMMARY SUIT NO.2002 OF 2002

M/s.Prathoma Switchgears Pvt.Ltd. Plaintiff

versus

M/s.Batliboi Limited Defendant

Mr.Mahajan i/by Divekar & Co. for plaintiff.

Mr.H.Mansukhani for defendant.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 6th July 2005

PC :

1. Heard Mr.Mahajan for plaintiff and Mr.Mansukhani appearing for defendant. Perused the plaint and annexures thereto as well as affidavit in reply. In the light of clear provisions of law where either by an indorsement or some other contractual arrangement, it is only the payee under the Hundi who can maintain the suit, unconditional leave to defend. It is clear that plaintiff is suing on the basis of payment made by it to a third party M/s.Siva Investments. That party is not joined in the suit. There is

no pleading of indorsement either. Suit transferred to the list of commercial costs with usual directions to file written statement, discovery and inspection.

(S.C.DHARMADHIKARI, J.)